



**VIRGINIA DEPARTMENT OF SOCIAL SERVICES
DIVISION OF FAMILY SERVICES
Announces the**

**Request For Proposal (RFP)
FY 2006-2007 funding for the**

**Victims of Crime Act (VOCA) Child Abuse/Neglect Treatment
Program**

**RFP NUMBER
SVC-06-051**

Application Deadline: MARCH 20, 2006 5:00 p.m.

Optional Pre-Proposal Conference

**1:00 p.m. to 4:00 p.m. FEBRUARY 27, 2006 in Henrico County at
the
Forest Office Park
Wythe Building 2nd Floor
1604 Santa Rosa Road
Richmond, Virginia 23229**

REQUEST FOR PROPOSALS (RFP) APPLICATION FORM

RFP NUMBER: SVC-06-051
ISSUE DATE: February 17, 2006
TITLE: **Victims of Crime Act (VOCA)**
Child Abuse/Neglect Treatment

COMMODITY CODE: 952-17
LOCATION: Statewide
INITIAL CONTRACT PERIOD: July 1, 2006 - June 30, 2007
PROPOSAL DUE DATE AND TIME: **March 20, 2006 (5:00 p.m.)**

ISSUING AGENCY: Commonwealth of Virginia
Department of Social Services
Division of Family Service
Child Protective Services, 4th Floor
7 North Eighth Street
Richmond, Virginia 23219-3301

Sealed proposals for furnishing the services described herein will be received subject to the conditions cited herein until the Proposal Due Date and Time shown above. **PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION.** Send or hand deliver all proposals (not scanned or regenerated pages) directly to the issuing agency shown above. **DO NOT FAX OR EMAIL.**

In Compliance With This Request For Proposals, As Published By The Department, And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services Described In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

_____	Date: _____
(Name of Organization)	
_____	By: _____
	(Signature in Ink)
_____	Name: _____
(Street Address)	(Printed or typed)
_____	Title: _____
(Street Address)	
_____	Telephone: _____
(City) (State) (Zip Code)	Facsimile #: _____
	E-Mail: _____

FEI/FIN #: _____

An optional pre-proposal conference will be held at 1:00 p.m., February 27, 2006, at Forest Office Park (Reference Section VII).

All requests for information should be directed to Robin Johnson, Child Protective Services Program Consultant, at the address above or by telephoning (804) 726-7552.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to award grants to public and private non-profit, incorporated agencies and organizations in Virginia for the provision of child abuse/neglect treatment services. Organizations and agencies that are pending incorporation and/or pending approval of the 501 (c) 3 status of the IRS code as of March 20, 2006, are **not** eligible to apply.

II. BACKGROUND

The Victims of Crime Act of 1984 (VOCA) provides federal funds to states for the purpose of compensating and otherwise assisting victims of crime. VOCA established the Crime Victims Fund in the U.S. Treasury to receive deposits of fines and penalties levied against criminals convicted of federal crimes. The amount varies from year to year. This fund provides the source of funding for carrying out all of the activities authorized by VOCA. The Office for Victims of Crime is located within the Department of Justice, Office for Justice Programs. In April 1997, the Office for Justice Programs published Final Program Guidelines to implement the victim assistance grant program. These guidelines reflected a heightened interest in serving the victims of child abuse though the program was modified to specifically include child abuse programs and treatment facilities. The Department administers the child abuse victim portion of these funds through an interagency agreement with the Department of Criminal Justice Services. The Child Abuse/Neglect Treatment grants are funded through the Victim of Crime Act of 1984 per CFDA #16575. The funds are restricted to direct services to crime victims. Utilizing a competitive RFP process, the Department will make available between \$1,000,000 and \$1,500,000 for child abuse/neglect treatment services for the period July 1, 2006 – June 30, 2007. This RFP offers local communities an opportunity to tailor projects to meet their individual needs.

The 2003-2004 Child and Family Services Review for the Virginia Department of Social Services (VDSS) found that VDSS was not consistent in its efforts to access and service the mental health needs of abused and neglected children in Virginia. Projects that propose and can demonstrate community based services that are short-term, therapeutic in nature, specific to the impact of abuse and neglect of children who have been identified as victims of crime and who are still in the care of their parents or guardians, are encouraged to apply.

Priority consideration will also be given to applicants who do not have dedicated funding designated from the Virginia General Assembly.

III. STATEMENT OF NEEDS

CHILD ABUSE AND NEGLECT TREATMENT – VICTIM OF CRIMES ACT (VOCA)

A. Funds must be used for direct services to victims of child abuse and neglect or to adults who were sexually abused as children.

1. EXAMPLES OF ELIGIBLE VICTIM GROUPS ARE:

- CHILDREN WHO HAVE BEEN IDENTIFIED BY LOCAL DEPARTMENTS OF SOCIAL SERVICES AS VICTIMS OF CHILD ABUSE AND NEGLECT.
- CHILDREN WHO HAVE BEEN REFERRED TO LOCAL DEPARTMENTS OF SOCIAL SERVICES AS POSSIBLE VICTIMS OF CHILD ABUSE AND NEGLECT ARE ALSO ELIGIBLE IF REFERRAL RESULTS IN INVESTIGATION OR FAMILY ASSESSMENT. (Must be determined a valid complaint)

- ADULTS WHO WERE MOLESTED AS CHILDREN ARE AN ELIGIBLE GROUP OF VICTIMS FOR THIS FUNDING.
2. PROGRAMS THAT PROVIDE SERVICES TO VICTIMS OTHER THAN THOSE IN THE ABOVE GROUPS MUST SPECIFICALLY DEFINE HOW THE POPULATION SERVED THROUGH THIS FUNDING ARE VICTIMS OF CHILD ABUSE AND NEGLECT.
- B. Any costs not closely related to direct service delivery for victims cannot be charged to these funds. Programs that serve both victims and non-victims must reasonably prorate their costs to assure that VOCA funds are used only for victim services. In order to be eligible to receive VOCA funding the following conditions must be met and demonstrated by the offeror:
- Funds cannot be used for services to perpetrators.
 - Projects must have a volunteer component. For all volunteer hours used as match for the VOCA grant; the value to the volunteer's time should be no more than \$18.04 per hour, according to the Virginia Volunteer/State Statistics state average. This website may be accessed at: <http://www.vaservice.org>.
 - Projects **must** promote within a community, coordinated public and private efforts to aid crime victims. This collaboration will include, but is not limited to, serving on state, federal, local task forces, commissions, and work groups and/or multi-disciplinary teams. All recipients must identify who the community partners are and what their involvement will be in the planning and service delivery of the project. Although collaborative efforts can include the development of written agreements (MOU's); the development of the MOU cannot be supported with VOCA funds.
 - Projects must assist victims in securing benefits available through the Virginia Division of Crime Victims Compensation, and maintain necessary communication with that office.
 - Provide services, at no charge to the victim, through the VOCA-funded project. **Any deviation from this requirement requires prior written approval by the Department.**
- C. Applicants must demonstrate a record of providing effective services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources. New programs that have not yet demonstrated a record of providing services may be eligible to receive VOCA funding, if they can demonstrate financial support from non-federal sources. Organizations, which have not previously received funding, are strongly encouraged to apply, including those providing pastoral counseling.
- D. Match requirements for VOCA Programs: **a 20% cash or in-kind match from non-federal sources is required.**
- Any funds designated as matching funds for VOCA funds are restricted to the same uses as the VOCA funds as stated herein; therefore, applicants are encouraged not to overmatch what is required.
 - VOCA funds cannot be used to supplant state and local funds that would otherwise be available for crime victim services. EXAMPLE: Funds cannot be used to pay for salaries of existing county or city employees.

- Contracts will be signed for a 12 month period.

E. Examples of VOCA funded services include, but are not limited to, the following:

- **Counseling services** that include in-person crisis intervention, emotional support, and guidance immediately after the abuse and neglect incident, or on an ongoing basis to the victims of child abuse and neglect.
- **Individual or group therapy** for victims of child abuse or neglect.
- **Emergency shelter** for victims of child abuse or neglect who cannot safely remain in their home; petty cash for transportation, food, shelter and/or other necessities.
- **Support services** such as: self-help groups, including children's programs affiliated with Parents Anonymous Chapters, or Sons and Daughters United Programs, and Adults Molested as Children groups; respite or therapeutic day care; and programs within domestic violence shelters for children who are themselves primary victims of child abuse or neglect.
- **Court-related services** that assist the child victim in participating in criminal justice proceedings.
- **Payment of all reasonable costs for forensic medical exams** of child victims not covered by third party payments or otherwise reimbursed. Funds may only be used to pay for those forensic medical examinations that conform to standards adopted by the state or meet evidentiary requirements of the local prosecutor.

1. Certain services, activities and costs are not generally considered direct child abuse/neglect treatment services, but are often a necessary and essential activity to ensure that quality direct services are provided. Before these costs can be supported with VOCA funds, there must be agreement between the applicant and the Department that direct services to child abuse/neglect victims cannot be offered without support for these expenses; that the applicant has no other source of support for them; and that only limited amounts of VOCA funds will be used for these purposes. Examples of such items include:

- **Skills Training for Staff:** VOCA funds designated for training are to be used exclusively for developing the skills of direct service providers including paid staff and volunteers, so that they are better able to offer quality services to child abuse/neglect victims i.e. how to respond to a victim in crisis. VOCA funds can be used for training both VOCA-funded and non-VOCA-funded service providers who work within a VOCA recipient organization, but **VOCA funds cannot be used for management and administrative training for executive directors, board members, and other individuals that do not provide direct services.**
- **Training Materials:** VOCA funds can be used to purchase materials such as books, training manuals, and videos for direct service providers, within the VOCA funded organization, and can support the costs of a trainer for in-service staff development. Staff from other organizations can attend in-service training activities that are held for the sub-recipient's staff.
- **Training Related Travel:** VOCA funds can support costs such as travel, meals, lodging, and registration fees to attend training within the state or a similar geographical area.
- **Equipment and Furniture:** VOCA funds may be used to purchase furniture and equipment that provides or enhances direct services to victims of child abuse/neglect.

VOCA funds cannot support the entire cost of an item that is not used exclusively for child abuse/neglect victim related activities. However VOCA funds can support a prorated share of such an item. Examples of allowable costs may include beepers, video-tape cameras and players for interviewing children; two-way mirrors, and equipment and furniture for children's play areas.

The costs of furniture or equipment that makes victims services more accessible to persons with disabilities, such as TTY for the hearing impaired, are allowable.

The total line item cost for equipment shall not exceed \$500.00 (Section IV, B.5 and Section IX, G).

- **Advanced Technologies:** At times, computers increase an agency's ability to reach out and serve crime victims. VOCA applicants must describe how the computer equipment will enhance services to victims of child abuse/neglect; how it will be integrated into and/or enhance the applicant's current system; the cost of installation; the cost of training staff to use the computer equipment; the on-going operational costs, such as maintenance agreements, supplies and how these additional costs will be supported. Advanced technology is not the intent of the grant, but should be a supplement to the purpose i.e. direct service treatment.
 - **Operating Costs:** Examples of allowable operating costs include supplies, equipment use fees, printing, photocopying, and postage when supported by appropriate documentation; brochures which describe available services; and books and other victim-related materials. VOCA funds may support administrative time to complete VOCA-required time and attendance sheets and programmatic documentation, reports, and statistics; and administrative time to maintain crime victims' records.
 - **Supervision of Direct Service Providers:** VOCA funds may be provided for supervision of direct service providers when such supervision is necessary and essential to providing direct services to child abuse/neglect victims i.e. a coordinator of volunteers.
2. The following services, activities, and costs, although not exhaustive, cannot be supported with VOCA victim assistance grant funds:
- **Lobbying and Administrative Advocacy:** VOCA funds cannot support victim legislation or administrative reform, whether conducted directly or indirectly.
 - **Perpetrator Rehabilitation and Counseling:** Grant recipients cannot knowingly use VOCA funds to offer rehabilitative services to offenders. Likewise, VOCA funds cannot support services to incarcerated individuals, even when the service pertains to the victimization of that individual.
 - **Needs Assessments, Surveys, Evaluations, and Studies:** VOCA funds may not be used to pay for efforts conducted by individuals, organizations, task forces, or special commissions to study and/or research particular crime victim issues.
 - **Prosecution Activities:** VOCA funds cannot be used to pay for activities that are directed at prosecuting an offender; or witness notification and expert testimony at a trial. Victim protection costs and victim/witness expenses such as travel to testify in court and subsequent lodging and meal expenses are considered part of the criminal justice agency's responsibility and cannot be supported with VOCA funds.

- **Fundraising Activities**
- **Indirect Organizational Costs**
- **Property Loss**
- **Most Medical Costs:** VOCA victim assistance grant funds cannot support medical costs resulting from victimization, except for forensic medical examinations for sexual assault victims.
- **Relocation Expenses**
- **Administrative Staff Expenses:** Salaries, fees and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims.
- **Development of Protocols, Interagency Agreements, and Other Working Agreements**
- **Costs of Sending Individual Crime Victims to Conferences**
- **In-Patient Treatment Facilities**
- **Activities Exclusively Related to Crime Prevention**

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. **RFP Response:** Public and private non-profit incorporated agencies or organizations located in Virginia are eligible to apply for these funds. In order to be considered for selection, offerors must submit a complete response to this RFP. **One complete blank copy of this Request for Proposals (RFP) must be returned. One (1) original and (5) copies of each proposal must be submitted to the Virginia Department of Social Services with original signatures on the front page of all six of the proposals.** The original proposal shall be so marked. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals must be typewritten and single spaced on 8.5" by 11" paper. Each copy of the proposal should be firmly bound in a single volume. All documentation submitted

with the proposal should be bound in that single volume. All pages of the proposal should be numbered. If additional pages from the Attachments are required, please retain the original number and add letters i.e. Attachment C, Page 2A.

- d. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Virginia Department of Social Services may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal in the order listed:

1. Return the complete RFP, including the cover sheet and all addenda acknowledgments, if any, signed and filled out as required. RFP Application Form (**Page 1 of RFP**)
2. **RFP Checklist (Attachment G of RFP)**
3. **RFP Questionnaire (Attachment C of RFP)**
4. **Activities/Outcomes Form (Attachment A of RFP)**

Complete the project Activities/Outcome Form, Attachment A, to describe the project methodology. (Duplicate Attachment A as needed.) Detail the strategies and activities necessary to achieve the project goals and objectives. List the target dates for the beginning and the end of each activity, including planning activities and the responsible staff. **Identify target population, numbers to be served and units of service for each objective and activity on the form.**

5. Proposed Budget (Attachment B)

Complete all pages (5) of the Itemized Budget Sheet in (Attachment B). Attach to the Itemized Budget Sheet is a budget narrative that includes a) description of each proposed expenditure and b) justifies the proposed expenditure by explaining the need for it. Costs shall be necessary and reasonable for carrying out the proposed work plan. If funds are being requested for salaries, specify positions, pay rates, and what is included in employee benefits. The total line item cost for equipment shall not exceed

\$500.00 (Section IX, G) Explain how each line item cost was determined. Funds cannot be used to supplant existing funds. Funds cannot be used to pay for salaries of existing county or city employees.

The budget must include a list of the match (cash or in-kind) generated by this grant and the specific source of match. The percentage of match required for this grant is 20%. Match funds used for this grant cannot be used as match for any other funding source. Federal funds cannot be used for match. For example, agencies receiving Virginia Family Violence Prevention, (VFVPP), grants cannot use VFVPP grants as match for federal funds.

Dollar amounts for in-kind match must be thoroughly justified.

When calculating the match, divide the amount of the request by 80% (the difference between 100% and the 20% match). Then subtract the amount requested from the figure obtained. For example, a 20% cash or in-kind match may be computed by dividing the amount of the request by .80 and subtracting the request from the figure obtained. A program requesting \$30,000 would be required to provide a cash or in-kind match in the amount of \$7,500 ($\$30,000 / .80 = \$37,500$ less the \$30,000 requested amount, for the match totaling \$7,500.00).

Another example for calculating match would be to take the total dollar amount of the request and divide by four (4) which would equate to the 20% match.

If you are requesting funding for more than one major program component, specify each component separately, and allocate expenses by program component in the budget (Attachment B).

All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and apply directly to the project.

6. Other Required Attachments

- a. Organizational chart.
- b. Letter(s) of Support and Interagency Agreements - Letters must be attached demonstrating that the proposal will have the support and cooperation of other agencies in the community. If the project is dependent on another agency for successful implementation, a letter from the other agency specifying the nature and extent of the agreement (i.e. documenting the types of support or services that will be provided) must be submitted.
- c. Job descriptions for the specific position(s), both paid and volunteer, responsible for the project implementation must be attached.
- d. A copy of the offeror's confidentiality policy must be submitted by each offeror providing direct services.
- e. A signed copy of Assurances (Attachment D and D.1)
- f. Completed original of W9 Request for Taxpayer Identification Number(s) and Certification (See Attachment E).
- g. VOCA applicants must submit an assurance statement signed by an authorized agency official indicating income is not a factor in determining eligibility for services.

- h. VOCA applicants must submit an assurance statement signed by an authorized agency official indicating that no fees for services are charged.
- i. The VOCA General Grant Conditions and Assurances Statement must be signed and returned. (Attachment D.1)
- j. Each applicant who has received VOCA funds within the past five (5) years must submit copies of the most recent program evaluations (i.e. FY 2005 or the last year you received VOCA funding).
- k. A copy of the agency's Non-Discrimination in Employment Policy must be submitted by all offerors. (See Section VIII; General Term and Conditions, Item C)
- l. A copy of the agency's Smoke Free Environment Policy must be submitted by each offeror providing direct services indicating compliance with the requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke , also known as the Pro-Children Act of 1994 (Act) (Reference Section IX: Part N).
- m. A completed copy of Certifications Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (See Attachment D).
- n. If the applicant agency is a private non-profit agency, the following is required at the time the proposal is submitted:
 - i) A copy of the applicant's Certificate of Incorporation or Certificate of Authority from the State Corporation Commission;
 - ii) A copy of IRS form(s) certifying that the applicant organization is exempted from federal income tax payment under Section 501(c)(3) of the IRS code;
 - iii) The 2005-2006 fiscal year's proposed operating budget for the applicant agency and a statement of estimated actual costs for the previous 2004-2005 year, including a listing of the sources of funding for both budgets (i.e. Statement of Revenues and Expenditures);
 - iv) A list of the current members of the Board of Directors of the applicant agency.

V. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA:

A review Committee consisting of citizen appointees and Department staff shall review proposals. The review committee will submit recommendations for funding to the Commissioner of the Department of Social Services.

To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in Section III, Statement of Need. In addition proposals must meet general and specific requirements outlined in Section VIII and Section IX of this RFP.

Proposals shall be evaluated by the Virginia Department of Social Services using the following criteria:

1. **Content Adequacy (10 points)**

- a. Concise and complete
- b. Realistic in scope
- c. Reflects an awareness of the state-of-the-art, relative to the problem
- d. Reflects congruence between all proposal components including the questionnaire, work plan activities/outcomes, budget, subcontracts, and other required attachments
- e. Letters of support demonstrating community support

2. **Description of Applicant Agency Demonstrates Capability to Carry Out Proposed Project (10 points)**

- a. Describes purpose and goals of the agency
- b. Adequacy of past performance of agency, staff, and volunteers
- c. Adequacy of agency programs, activities, staffing and organizational structure to support proposed project.
- d. Specifies geographic service area
- e. Demonstrates effective use of community services
- f. Letters of support exhibit confidence that agency can carry out the proposed project; necessary interagency agreements are present

3. **Need for Services Established (15 points)**

- a. Clearly defines the problem and population to be served
- b. Demonstrates understanding of the need for the project through documented needs assessment and utilizes statistics and provides information on community collaboration to document need
- c. Letters from community agencies indicate project will meet a need
- d. Defines project impact
- e. Identifies existing resources and ensures unnecessary duplication will not occur
- f. Specifies whether new or ongoing project
- g. Discusses past funding and accomplishments if project is ongoing
- h. Documents efforts to secure other funding
- i. Demonstrates lack of other funding to support project

4. Description of Proposed Project (20 points)

Clearly Describes the Proposed Project and Identifies the Results and Benefits to be Derived from Implementation.

- a. Activities/Outcomes are consistent with goals and objectives set forth in Section IV, Part B and through the instructions provide in Attachment A
- b. Activities/Outcomes Plan specifies services to be provided and uses measurable outcomes
- c. Activities/Outcomes time frames for project planning and implementation are reasonable
- d. Activities/Outcomes, services/activities reflect interagency coordination between disciplines identified in RFP
- e. Demonstrates appropriate planning
- f. Specifies needed resources
- g. Specifies target population and projected number of clients to be served
- h. Describes client selection process and retention
- i. Specifies who (staff/volunteers) will provide the service: provides for appropriate and qualified personnel to implement project
- j. Specifies how volunteers will be recruited and utilized
- k. Specifies location of service delivery

5. Continuation of Project (5 points)

- a. Describes how project will obtain future resources for continuation
- b. Identifies plans for seeking other funding
- c. Demonstrates potential for securing future funding from other source(s)
- d. Ongoing programs should detail the progress made towards seeking other funding sources
- e. Project presents a reasonable plan for continuation beyond the grant year

6. Project Evaluation Plan Measures the Degree of Success in Accomplishing Project Goals and Objectives (20 points)

- a. Specifies quantitative and qualitative evaluation methodology which includes process and outcome evaluation measures
- b. The methodology measures quantity and quality of services, success in accomplishing goals/objectives, and provides for an analysis of results
- c. Evaluation plan includes process and outcome evaluation methods
- d. The evaluation plan includes a method for ongoing review

- e. Record-keeping and data collection plans are specific and appropriate, including statistics required for quarterly and final reports
- f. For ongoing programs, discusses extent to which services provided were cost-effective and provides analysis of results of previous evaluations; including demonstrates that the program satisfied past objectives

7. Budget (20 points)

- a. Costs are reasonable and consistent with proposed activities/services
- b. Clearly explains all costs
- c. Documents clearly sources of cash and in-kind match
- d. Demonstrates ability to maintain records and fiscal accountability

Consideration will also be given to the significance of the project to the locality and/or State, and if applicable, likelihood for continuation with other funding sources, and/or replication. Each proposal meeting the specified guidelines will receive full consideration. All applicants will be notified in writing of the final decision.

B. AWARD TO MULTIPLE OFFERORS:

Selection shall be made of offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations may be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offerors which, in its opinion, have made the best proposal, and shall award the contract to those offerors. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY REQUIREMENTS

The contractor shall produce the following reports of activities and services:

1. **Quarterly Narrative and Statistical Reports** which shall be made within **15 days** of the preceding quarter and shall include the following:
 - a. Detailed description of activities and an assessment of the progress of the project compared to the activities/outcome plan; each goal, objective, and related strategies and activities shall be addressed
 - b. Any gaps in services or barriers to the progress of the project, with proposed solutions
 - c. An explanation of any deviations from the work plan

- d. Any changes in staffing
 - e. Identification of any particularly successful or unsuccessful project activities or components
 - f. Copies of any materials that have been developed under the contract (Materials produced under this contract must bear a statement that the project was supported by the Virginia Department of Social Services using funds from the Victims of Crime Act).
 - g. Statistical information on the clients served including statutorily required civil rights statistics on victims served by race or national origin, sex, age, and disability.
2. **A Final Project Report** shall be made to the purchasing agency within **30 days** of the completion of the contract. The final report is a cumulative summary and evaluation of project activities and services over the contract period. It shall be in the same format as quarterly narrative reports and shall include:
- a. An overall quantitative and qualitative evaluation of the project including an assessment of whether the project's goals and objectives were met; each goal and objective, as stated in the Activities/Outcomes forms, shall be addressed
 - b. Any problems or delays that were encountered and how they were resolved
 - c. An assessment of the project's effectiveness and the value to the client/community
 - d. Efforts that have been made to continue the program past the grant period
 - e. Statistical information on clients served
 - f. Copies of any materials that were developed under the contract
3. A document may be required by the purchasing agency for the purpose of disseminating any portions of the project which have been successful in a manner useful to other agencies or organizations in setting up a similar project. The purchasing agency will assist the contractor in determining what information shall be included after receiving the final report.
4. A written report to the purchasing agency which shall be submitted within seven (7) days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and the contractor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.
5. **Quarterly fiscal reports** shall be made within **15 days** of the preceding quarter (except as noted in Section X, number 6) and include the following:
- a. Quarterly cover sheet with original signature and reimbursement amount
 - b. Monthly expenditure statements that includes documentation of matching funds
 - c. Personnel schedule with a breakdown of salary and benefits and position

All contractors shall maintain appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received including: financial documentation for disbursements; daily time and attendance records specifying time devoted

to VOCA allowable victim services; client files; the portion of the project supplied by other sources of revenue; and job descriptions. Records must be maintained that clearly show the source, the amount, and the period during which the match was allocated. The basis for determining value and volunteer services must be documented.

The contractor agrees to provide any additional reports that the Program Administrator may request by written notice to the contractor.

VII. PREPROPOSAL CONFERENCE

OPTIONAL PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 1:00 p.m. on February 27, 2006 at the Forest Office Park. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Directions are found in Section XI, Attachment H.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP's:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days

before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as

stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us), or the DSS web site (www.dss.state.va.us), and on the Purchasing Agency's public posting notice board located in the lobby of the 7 North Eighth Street, Richmond Virginia for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- S. **NONDISCRIMINATION OF CONTRACTORS:** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating

to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The contractor further agrees to comply with the organizational audit requirements of OMB circular A-128, "Audits of State and Local Governments" or the single Audit Act and OMB circular A-133.

A Contractor who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to the Purchasing Agency within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **CONFIDENTIALITY**: Any information obtained by the contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and Federal law.
- E. **CONTRACTOR AS INDEPENDENT CONTRACTOR**: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
- F. **CONTRACTOR PERFORMANCE**: The purchasing agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contract awards and negotiations.

- G. **EQUIPMENT**: Total requests for equipment costs in excess of \$500.00 are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget. Equipment purchased under this contract shall be retained by the Contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- H. **FISCAL ADMINISTRATION**: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.
1. A contract will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of an award. Upon approval of the contract, the contractor will be reimbursed for expenses on a quarterly basis according to the terms of the contract. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements on a quarterly basis to the Department of Social Services for reimbursement. The contractor should allow 30 days from the time expenditure statements are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
 2. The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.
- I. **OBLIGATION OF APPLICANT AGENCY**: By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- J. **OWNERSHIP OF MATERIAL**: Ownership of all data, material and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
1. Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the contractor in the performance of its obligations under this contract shall be the exclusive property of the purchasing agency and all such materials shall be remitted to the purchasing agency upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of the purchasing agency. Any materials produced under this contract must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source.
- K. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully

responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- L. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth upon written agreement of both parties for (two successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- M. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- N. **SMOKE FREE ENVIRONMENT**: By submitting their proposals, offerors certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- O. **SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE**: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. Names of firms may be available from the Purchasing Agency and/or from the Division of Purchases and Supply. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
- P. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Q. **IDENTIFICATION OF PROPOSAL ENVELOPE**: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:
- FROM**:
- | | |
|-------------------------------|-----------|
| Name of Offeror | Due Date |
| Street or Box Number | RFP No. |
| City, State, Zip Code | RFP Title |
| Name of Agency Contact Person | |

TO. The envelope should be addressed as directed on the RFP Cover Page Application Form of the solicitation. The offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

X. METHOD OF PAYMENT

COMPENSATION: To the Contractor for delivered services shall be as follows:

1. The Contractor shall be paid on a cost reimbursable basis. Reimbursements will be made quarterly unless a written request for hardship is made and approved by the Virginia Department of Social Services, in which case, reimbursements may be monthly. It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) for expediency. Application information for EDI can be found on the Department of Account's website: www.doa.state.va.us.
2. Actual expenditures shall be invoiced pursuant to approved line item budget categories in Attachment B.
3. Deviations from the approved line-item budget of more than \$100.00 in any line-item shall be submitted in writing immediately to the purchasing agency for the purchasing agency's prior approval at least thirty (30) calendar days prior to the intended effective date.
4. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
5. The invoice period shall be quarterly. The Contractor shall invoice the purchasing agency each invoice period on forms supplied by the purchasing agency and shall submit an invoice showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the Contractor fails to submit quarterly invoices for such services within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.
6. Fourth quarter invoices shall be submitted in the following manner: Invoices for the months of April and May must be received by the Department of Social Services no later than June 6. The invoice for June expenditures must be submitted separately no later than July 10.
7. If the Contractor fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the purchasing agency may withhold payment of invoices until said services and/or reports are provided. All services provided by the Contractor pursuant to this contract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
8. The contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Virginia Department of Social Services.

XI. ATTACHMENTS

- A. Attachment A– Activities/Outcomes Form
- B. Attachment B – Project Budget
- C. Attachment C – RFP Questionnaire
- D. Attachment D – Certifications and Attachment D1 - Conditions and Assurances
- E. Attachment E– W-9 Request for Taxpayer Identification Number(s) and Certification
- F. Attachment F – Directions to Virginia Department of Social Services
- G. Attachment G – VOCA Application Submission Checklist
- H. Attachment H – Direction to Pre-proposal Conference

Performance Measurement is a system for measuring the **results** of public programs.

Why Performance Measurement?

No longer are legislators and funders satisfied with allocating dollars and getting back reports of numbers served and program activities. Performance measurement enables legislators, funding sources, and communities to know what impact the dollars have had i.e. ***what effect or change has resulted from dollars invested and how a person's life or community has been changed.***

Performance measurement starts with "the end in mind" e.g. what do you want to occur as a result of your service?

Performance measurement consists of:

High level outcomes: Desired results in social health or well-being. High level outcomes reflect the longer-term, global effects the program is intended to achieve. e.g. To reduce child abuse and neglect.

Activities: List the key activities/initiatives proposed to achieve the goal(s) and objective(s) of the grant program.

Staff Responsible: Indicate the staff or organizations responsible for carrying out each activity/initiative.

Output: An output is a process measure which describes the conditions under which measurements will be made. This may refer to the timeframe and/or implementation of an activity/initiative, frequency, number of participants, etc. Process measures are *activity focused and contribute to interim outcomes. They do not reflect qualitative outcomes.* E.g. the number of parents participating in parent education classes or the number of community presentations.

Outcomes: Interim improvements in participant's or community progress towards a high level outcome. Interim outcomes reflect a more immediate or direct effects a program is intended to achieve. Outcomes typically address changes in participant performance/behavior that occur as a result of specific activities. They may include, but are not limited to a change or benefit in behavior, knowledge, skills, attitude, values, or condition.

Outcome Measures: Documents the condition of clients after a service has been provided e.g. increased skills, modified behavior, improved condition. Outcome measures address *qualitative outcomes.*

Outcome measures can include research based instruments with demonstrated reliability and validity, statistics, interviews, observations, rating scales, surveys, focus groups, records, goal attainment, etc.

Performance measurement enables program directors and communities to measure program effectiveness and *demonstrate both quantitative and qualitative* results that contribute to a higher level social outcome. The following is an example:

Strategy	Agency "x" will provide parenting classes for parents known to CPS
↓	
Staff Responsible	John Doe
↓	
Output	6 weeks, 2 hour sessions for 10-12 participants, during the period of 6/01/03 – 7/15/03
↓	
Interim Outcome	Parents will use redirection, positive reinforcement & praise to promote desired behavior
↓	
Outcome Measure	80% of parents completing course will use redirection, praise and positive reinforcement as measured by "x" instrument.

OVERVIEW OF ACTIVITIES/OUTCOMES

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____ CONTRACT # _____

HIGH LEVEL OUTCOME:

ACTIVITIES <i>What the service/initiative does.</i>	STAFF RESPONSIBLE	OUTPUT <i>What program produces. Service frequency, participant numbers, begin/end dates.</i>	INTERIM OUTCOMES FOR CHILD, FAMILY OR COMMUNITY <i>Qualitative results from activity. What difference will the service make?</i>	EVALUATION * <i>Qualitative & Quantitative Outcome Measures</i>

* Outcome measures can include surveys, interviews, rating scales, records, case plan goal attainment, observations, statistics, etc.

BUDGET - SUMMARY OF DSS FUNDS AND MATCH FUNDS

ATTACHMENT B, PAGE 1

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____

BUDGET CATEGORY	PROGRAM COMPONENT	PROGRAM COMPONENT	TOTAL DSS REQUEST	TOTAL MATCH AMOUNT
SALARIES				
EMP. BENEFITS				
POSTAGE				
RENT & UTILITIES				
EQUIPMENT				
PRINTING				
CONSUMABLE SUPPLIES				
TRAVEL				
OTHER				
TOTAL REQUESTED FROM DSS				

	AMOUNT	PERCENT OF BUDGET
TOTAL REQUESTED FROM DSS		
SUPPLIED FROM MATCH		
TOTAL PROJECT BUDGET		100%

BUDGET - SALARIES AND EMPLOYEE BENEFITS

ATTACHMENT B, PAGE 2

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____

SALARIES	HOURS PER WEEK	% OF TIME ON PROJECT	ANNUAL SALARY	AMOUNT REQUESTED FROM DSS
STAFF POSITION				
1.				
2.				
3.				
4.				
5.				
6.				
TOTAL SALARIES REQUESTED FORM DSS	-----	-----	-----	

EMPLOYEE BENEFITS

NAME OF BENEFIT	STAFF POSITION (# ABOVE)	% OR RATE	ANNUAL COST	AMOUNT REQUESTED FROM DSS
FICA				
PENSION/RETIREMENT				
HEALTH INSURANCE				
WORKER'S COMPENSATION				
UNEMPLOYMENT				
OTHER (SPECIFY)				
TOTAL EMPLOYEE BENEFITS REQUESTED FROM DSS	-----	-----	-----	

ATTACHMENT B(2).1

PERSONNEL EXPENSE FORM
(Must Submit With Attachment B1)

AGENCY/PROGRAM NAME _____ CONTRACT # _____ FED ID # _____

[illegible]

BUDGET - OTHER PROPOSED EXPENSES

ATTACHMENT B, PAGE 3

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____

LINE ITEM	JUSTIFICATION (How costs were determined)	PROPOSED DSS FUNDS
<i>POSTAGE TOTAL</i>		
Administrative		
Program		
<i>RENT AND UTILITIES TOTAL</i>		
Rent		
Utilities		
Telephone		
<i>EQUIPMENT TOTAL</i>		
Equipment Purchase		
Equipment Rental		
<i>PRINTING TOTAL</i>		
Administrative		
Program		
<i>CONSUMABLE SUPPLIES TOTAL</i>		
Office		
Program		

(continued on Attachment B, Page 4)

BUDGET - OTHER PROPOSED EXPENSES

ATTACHMENT B, PAGE 4

FROM ____/____/____ TO ____/____/____ CONTRACTOR NAME _____

LINE ITEM	JUSTIFICATION (How costs were determined)	PROPOSED DSS FUNDS
<i>TRAVEL TOTAL</i>		
Administrative		
Program		
<i>OTHER TOTAL</i>		
Insurance		
Professional Fees		
Client Fund		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		
Other (specify)		

TOTAL AMOUNT REQUESTED FROM DSS _____

BUDGET - Match Documentation

ATTACHMENT B, PAGE 5

FROM ____/____/____ to ____/____/____ Contractor Name _____

BUDGET CATEGORY	BRIEF DESCRIPTION	SOURCE	CASH	IN-KIND VALUE	TOTAL MATCH
Salaries					
Employee Benefits					
Postage					
Rent and Utilities					
Equipment					
Printing					
Consumable Supplies					
Travel					
Other					

TOTAL AMOUNT SUPPLIED FROM MATCH _____

Victims of Crime Act, Child Abuse and Treatment Questionnaire Project Description

1. Provide a description of the project to include proposed or current services, activities and materials. Include in the description if the project is a new project or an existing project. Existing projects shall declare one of the following:
 - a. Existing project (no change)
 - b. Existing project – Expansion
 - c. Existing project - Enhancement
2. What high level outcomes are expected from this project on behalf of the clients/community served? Describe concrete criteria by which success of the service will be demonstrated and any planning activities.
3. Describe how the strategies/activities in #2 will coordinate and link with other mental health treatment efforts and/or services in the community. Describe how the proposed project will improve the mental health needs of abused and neglected children involved in the child welfare system.
4. Document Critical Need for VOCA Project (include geographic area to be served, congressional district of service area, population of area, target population of area, projected number of victims to be served, and founded child abuse and neglect complaints and family assessment cases 7/1/05 – 6/30/06).
5. If applicant agency previously received funds from the Victims of Crime Act, please indicate awards and expenditures below:

VOCA – Child Abuse and Neglect Treatment

Year	1997-1996	1998-1997	1999-1998	2000-1999	2001-2000	2002-2001	2003-2002	2004-2003	2005-2004	2006-2005
Award \$										
Expended \$										

6. If this proposed project is a continuation of existing or new services include information identifying current year and projected year's funding to include:
 - a) source of funds (state, federal, private),
 - b) amount received and amount requested,
 - c) reasons why funds were terminated or insufficient,
 - d) describe attempts made to secure other funding sources.
7. Is there a need for this VOCA project in your area? Are there similar service programs in your area? Briefly explain why this proposed project is not a duplication of services; and how it will increase community collaboration efforts in your community.
8. Describe the methods and criteria that will be used to quantitatively and qualitatively measure project performance and analyze results. The plan should include process and outcome evaluation procedures, and mechanisms for ongoing review, record keeping, data collection, and analysis of cost effectiveness.
9. Present a plan for continuing the project beyond this grant year. Include a discussion of application to other funding sources, volunteer efforts, incorporation into local government or parent organization budget, or other fund raising strategies that will prevent/alleviate dependence on VOCA funding.

ATTACHMENT C, PAGE 2

- 10. Identify any obstacles to the development of community collaboration to aid crime victims. How does this proposed project reduce these obstacles?**
- 11. Provide a description of VOCA staff and their responsibilities. Include the number of full time staff, part time staff and volunteer staff. Discuss the methods used to monitor staff performance. Discuss how volunteers for the proposed project will be recruited, utilized, trained and evaluated. Discuss (if any) problems of staff and volunteer retention.**
- 12. All recipients of this grant are expected to promote within the community, coordinated public and private efforts to aid crime victims. All applicants must identify collaborative partners in the community. To facilitate this project's success. Applicants must obtain the Agency Director's endorsement of those collaborative partners identified on the form on the next page. The signature will signify a working relationship between the two entities. Applicants shall explain what the partner's working relationship will be in the planning and delivery of services for this project.**

COMMUNITY COLLABORATION PROJECT ENDORSEMENT FORM

AGENCY	NAME	TITLE	SIGNATURE *	DATE

*AGENCY DIRECTOR’S SIGNATURE

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restriction's on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grantor cooperative agreement over \$100,000 as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions:

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements¹ and subcontracts) and that all sub recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and Implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the drug-Free Workplace Act of 1988, and implemented at 28 CFR Parts 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620---

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

ATTACHMENT D, PAGE 2

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about---

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP form 4061/7.

ATTACHMENT D, PAGE 3

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620---

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs. ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

GENERAL GRANT CONDITIONS AND ASSURANCES

Attachment D.1

The applicant, for federal funds administered by DCJS, gives assurances and certifies with respect to the grant that it will comply with the following requirements:

1. The applicant assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Virginia Department of Social Services, (VDSS) shall prescribe shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
2. **REPORTS:** Each applicant shall submit such reports as the VDSS shall reasonably request. Financial and progress reports shall be submitted to the VDSS on the **15th day** following the close of each quarter unless otherwise informed.
3. **GRANT CLOSEOUT:** The last quarterly report of a project using federal funds must indicate any unpaid obligations, which exist at the expiration of the grant. The applicant has 90 days to liquidate any unpaid obligations and submit a final financial report.
4. **UNUSED FUNDS:** Any funds that have been requested, but unexpended at the end of the grant period will be refunded by check made payable to Treasurer, Commonwealth of Virginia and will accompany the final financial report when it is submitted to VDSS. (Most state agencies must use DPB form 27 and an IAT to return unused grant funds.) Mail the check to Finance Department, VDSS, 7 North Eighth Street, Richmond, VA 23219.
5. **INSPECTION AND AUDIT:** The applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Institutions." In conjunction with the beginning date of the award, the audit report period of the local government entity to be audited under the single audit requirement is the start-date of the project through the end-date of the project as noted on the Statement of Grant Award/Acceptance. The audit report shall be submitted no later than one (1) year from the end-date of the grant award as stated on the Statement of Grant Award/Acceptance, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report. A copy of all audits must be forwarded to the VDSS.
6. The applicant will comply, where applicable, with the following:
 - National Environment Policy Act of 1969 (42 U.S.C. § 4321).
 - Flood Plain Management and Wetland Protection Procedures (28 CFR 63)
 - National Historic Preservation Act (16 USC 470)
 - Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970. (42 U.S.C. § 4601 et seq.)
 - Clean Air Act, P. L. 88-206, 42 USC 1857, et. seg.
 - Safe Drinking Water Act, P. L. 93-523, 42 USC 3001, et. seg.
 - Endangered Species Act of 1973, P. L. 93-205, 16 USC 1531, et. seg.
 - Wild and Scenic Rivers Act, P. L. 90-542, 16 USC 1271, et. seg.
 - Fish and Wildlife Coordination Act, P. L. 85-624, 16 USC 661, et. seg.
 - Historical and Archaeological Data Preservation Act, P. L. 93-291, 16 USC 2469, et. seg.
 - Coastal Zone Management Act of 1979, P. L. 92-583, 16 USC 1451, et. seq. and the Coastal Barrier Resources Act of 1982 (P.L. 97-348)
 - Animal Welfare Act of 1970, P. L. 91-579, 7 USC 2131, et. seg.

Attachment D.1, Page 2

- Impoundment Control Act of 1974, P. L. 93-344, 31 USC 1401, et. seg.
 - The Fair Labor Standards Act, if applicable.
7. POLITICAL ACTIVITY: The restrictions of the Hatch Act, Pub. L. 93-433, 5 USC Chapter III, (as amended), concerning the political activity of government employees are applicable to applicant staff members and other state and local government employees whose principal employment is in connection with activities financed, in whole or in part, by grants. Under a 1975 amendment to the Hatch Act, such state and local government employees may take an active part in political management and campaigns except they may not be candidates for office.
8. DISCRIMINATION PROHIBITED: No person shall, on the grounds of race, religion, color, national origin, sex, or handicap be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under or denied employment in connection with, grants awarded pursuant to the Justice Assistance Act of 1984, and the implementing regulations 28 CFR Part 42, Subparts C, D, E, and G, or any project, program, activity, or sub grant supported or benefiting from the grant. The applicant must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and its implementing regulations 28 CFR 41.101 et. seg.. The applicant must further comply with Section 504 of the Rehabilitation Act of 1973, as amended, and its implementing regulations; the Age Discrimination Act of 1973, as amended, and its implementing regulations and Title IX of the Education Amendments of 1972; Title 11 of the Americans with Disabilities Act (ADA)(1990); (42 USC. 12131-12134 & 28 CFR 35)
9. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.302 or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required.

The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEO) to the VDSS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year's plan.

10. The applicant assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the VDSS.
11. RELEASE OF INFORMATION: All records, papers and other documents kept by recipients of VDSS funds, and their contractors, relating to the receipt and disposition of such funds, are required to be made available to the VDSS. These records and other documents submitted to VDSS and its applicants pursuant to other provisions of the Act, including plans and application for funds, are required to be made available to VDSS under the terms and conditions of the Federal Freedom of Information Act, 5 USC 552.
12. INFORMATION SYSTEMS: With respect to programs related to criminal justice information systems, the applicant agrees to comply with the provisions of 28 CFR, Part 20 governing the protection of the individual privacy and the insurance of the integrity and accuracy of data collection. The applicant further agrees:
- That all computer programs (software) developed with funds provided by this grant will be made available to the VDSS for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. The software will be documented in sufficient detail to enable potential users to adapt the system, or portions thereof, to usage on a computer of similar size and configuration.
 - To provide a complete copy of the computer programs and documentation, upon request, to the VDSS. The documentation will include but not be limited to system description, operating instruction, program maintenance instructions, input forms, file descriptions, report formats, program listings, and flow charts for the system and programs.

Attachment D.1, Page 3

- That whenever possible all application programs will be written in standardized programming languages (i.e., ANSI, Cobol, FORTRAN, Basic, etc.) for use on general operating systems (e.g., DOS, CP/M, UNIX, etc.) that can be utilized on at least three different manufacturers computers of similar size and configuration.
 - To avail itself, to the maximum extent possible, of computer software already produced and available without charge. The VDSS should be contacted to determine availability of software prior to any development effort.
13. CONFIDENTIALITY OF RESEARCH INFORMATION.- Research information identifiable to an individual, which was obtained through a project funded wholly or in part with VDSS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
 14. CRIMINAL INTELLIGENCE SYSTEMS OPERATING POLICIES: The applicant agrees to be in compliance with all policies as expressed under the Code of Federal Regulations, 28 CFR 23, concerning the operation of criminal intelligence systems funded with DCJS funds.
 15. COPYRIGHT: Except as otherwise provided in the conditions of the award, the author is free to arrange for copyright without approval when publication or similar materials are developed from work under a DCJS supported project. Any such copyright materials shall be subject to the VDSS's right to reproduce them, translate them, publish them, use and dispose of them, and to authorize others to do so for government purposes. In addition, communications in primary scientific or professional journals publishing initial reports or research or other activities and supported in whole or in part by the VDSS project funds may be copyrighted by the journal with the understanding that individuals are authorized to make or have made by any means available to them, without regard to the copyright of the journal, and without royalty, a single copy of any such article for their own use. State employees who develop copyrights during work hours, or within the scope of their employment, or when using state-owned or state-controlled facilities, the copyrights vest in the Commonwealth.
 16. PATENTS: If any discovery or invention arises or is developed in course of or as a result of work performed under this grant, the applicant shall refer the discovery or invention to VDSS. The applicant hereby agrees that determination of rights to inventions made under this grant shall be made by the VDSS or its duly authorized official representative, who shall have the sole and exclusive powers to determine whether or not and where patent application should be filed and to determine the disposition of all rights in such inventions, including title which may issue thereon. The determination of the VDSS, or its duly authorized representative shall be accepted as final. In addition, the applicant hereby agrees and otherwise recognizes that the VDSS shall acquire at least an irrevocable non-exclusive royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The grant shall include provisions appropriate of effectuating the purpose of this condition in all contracts of employment, consultant's agreements, or contracts.
 17. The applicant assures that funds made available under this grant will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for drug law enforcement activities.
 18. Confidential expenditures for services, evidence and/or information must comply with the requirements stated in the Administrative Guide and Application Procedures Manual.
 19. BIO MEDICAL EXPERIMENTATION: The applicant assures that no grant funds will be used for any bio-medical or behavior control experimentation on individuals or any research involving such experimentation.
 20. The applicant agrees to complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, prior to finalizing any financial agreements pursuant to 28 CFR 67.510 (Code of Federal Regulations). This includes consultants under any award.
 21. The applicant must state the percentage of the total cost of this program supported by federal funds and the dollar amount of federal funds for this program. This statement shall be on all press releases, requests for proposals; bid solicitation and other documents describing the program whether funded in-whole or in-part with federal funds.

Attachment D.1, Page 4

22. The grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the grantee or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by Department of Criminal Justice Services (DCJS) Grant # _____, with funds made available to Virginia from the Virginia Department of Social Services.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS, DCJS or the U.S. Department of Justice.

The applicant also agrees that one copy of any such publication will be submitted to the VDSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

23. Applicants with federal grants that procure goods or services that have an aggregate value of \$500,000 or more must:

specify in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition-,

and expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

This complies with Public Law 102-141, section 623 (formally the Stevens Amendment).

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

Authorized Official
(Project Administrator)

Date

Attachment E

W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) AND CERTIFICATE

Each person or organization doing business with the Commonwealth of Virginia must provide the follow information.
Please return this form in the enclosed envelope.

ORGANIZATION ENTITY:

Please provide reportable name where applicable.

Original Submission

Additional Addresses (See Back of Form)

Address correction

Check Only One:

☐ Individual ☐ Sole Proprietor ☐ Corporation
☐ Partnership ☐ Government ☐ Trust
☐ Estate ☐ Other (Please Describe) _____

Social Security Number

Employer Identification Number

and/or

ENTER THE FOLLOWING:

Legal Name _____
(Must match the Social Security Number, if applicable)

Trade Name _____
(Must match the Employer Identification Number, if applicable)

Payment Address _____ IRS 1099 Form _____

_____ Mailing Address _____

Dun's # _____

Dun's # _____

Contact Person _____ Telephone Number (_____) _____

Please respond to the following: (See back of form for definitions.)

Are you a United States Citizen?	Yes _____	No _____
Is your organization tax exempt?	Yes _____	No _____
Are you a Real Estate Agent?	Yes _____	No _____
Are you a Minority owned business?	Yes _____	No _____
Are you a Woman owned business?	Yes _____	No _____
Are you a Small business?	Yes _____	No _____
Are you a Faith Based Organization?	Yes _____	No _____ (See Back)

If you are a Minority owned business, please indicate the type of Minority.

☐ African American ☐ Hispanic American ☐ Native American
☐ Asian-Pacific American ☐ Subcontinent-Asian American ☐ Other Minority

Are you registered with the Dept. of Minority Business Enterprise? If yes, enter your certificate No. _____.

Government Agencies, please respond to the following:

Are you Federal _____, State _____ or Local _____? (Please check one.)

If you are considered Local, what is your FIPS code? _____

Certification: Under penalties of perjury, I certify that:

- (1) The number (s) shown on this form is my correct taxpayer identification number (s) (or I am waiting for a number to be issued to me).
 - (2) The organization entity and all other information provided is accurate.
 - (3) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding because of a failure to report all interest or dividends or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 - (4) I am a U.S. person (including a U.S. resident alien).
- (You must cross out item (3) above if you been notified by the IRS that you are currently subject to backup withholding because of under-reporting interest or dividends on your tax return.)

Signature _____

Date _____

Additional Address

If you have more than one shipping address and/or Purchase Order Address please list these addresses on a separate sheet of paper and attach it to your W-9 form. Identify each type of address as shipping or Purchase Order address. Please include your Dun's number for each site. If you don't have a Duns number you may obtain one by calling 1-888-814-1435

Definitions:

- **Small Business** means a corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than \$1,000,000 in annual gross receipts.
- **Women-owned business** means a business concern that is at least 51 percent owned by a non-ethnic woman or women (a minority woman is considered as a minority) who are U.S. citizens and who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management of the business. "Ownership" in this context includes stock ownership. **(Please note that when reporting results, a business that is owned and operated by a minority woman will be reported as a minority-owned business and a business that is owned and operated by a non-minority woman will be reported as a woman-owned business.)**
- **Minority-owned business** means any business concern that is at least 51 percent owned by a minority individual or individuals (who are U.S. citizens) who also control and operate it. "Control," "Operate," and "Ownership" have the same meanings mentioned above. "Minority" includes African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, and other minorities. "Native Americans" include American Indians, Eskimos, Aleuts and Native Hawaiians. "Asian-Pacific Americans" include U.S. citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia. "Subcontinent-Asian Americans" include U.S. Citizens whose origins are in India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal.
- **Faith Based Organizations:** **If you consider yourself a Faith Based Organization, please indicate on the front of the form in response to the question "Are you a Faith Based Organization".**
- **Department of Minority Business Enterprise:** If you have not registered with the Virginia Department of Business Enterprise, please do so at your earliest convenience. Additional information may be obtained at their web site, dbme.state.va.us.

Directions to Virginia Department of Social Services (VDSS)

From the East: Take Interstate 64 West toward Richmond and exit at the I-95 S / 3rd Street - EXIT 190-on the LEFT toward Petersburg / Downtown / Coliseum. Stay STRAIGHT onto North 3rd St. Turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the West: Take Interstate 64 East to Richmond and take Exit 186 on to I-95 South. Take Exit 75 to 3rd Street exit toward Coliseum/ Downtown. Stay STRAIGHT to go onto N 3RD ST. Continue on 3rd Street and turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the North: Take Interstate 95 South to Richmond. Take Exit 75, I-64 East toward Williamsburg/Norfolk. Take the 3rd Street Exit toward Coliseum/ Downtown. Stay STRAIGHT to go onto North 3RD ST. Continue on 3rd Street and turn LEFT onto Franklin Street. Turn RIGHT onto Eighth Street. VDSS is on the left, mid block.

From the South: Take Interstate 95 North to Richmond. Take Exit 74C West US 33-250/Broad Street. Turn LEFT onto Eighth Street. VDSS is located 2 ½ blocks on the left.

Parking lots and on-street metered parking are available around VDSS.

**VICTIMS OF CRIME ACT (VOCA)
APPLICATION SUBMISSION CHECKLIST**

Please check the following items to indicate that your application contains each of the items described below.

- ☐ **One** complete Request for Proposals Application, including original signature on RFP Cover Page (Page ___ of RFP) and the RFP
- ☐ **One** complete blank copy of this RFP
- ☐ **Five copies** of the RFP Cover Page (page 1 of RFP), **EACH** with original signatures (attach one each to each of the following 5 copies)

Original plus five (5) copies of the following:

- ☐ Cover page (page 1 of RFP)
- ☐ Addenda if any were issued
- ☐ Application Submission checklist
- ☐ Proposal Questionnaire and Evaluation (Attachment C)
- ☐ Activities/Outcome Plan (Attachment A)
- ☐ Budget (Attachment B)
- ☐ Assurances (Attachment D)

Other Required Attachments:

- ☐ Fiscal Officer Statement
- ☐ Organizational chart
- ☐ Letter(s) of support
- ☐ Grant Funded Job descriptions
- ☐ Agency's Non-Discrimination in Employment Policy
- ☐ Agency's Confidentiality Policy
- ☐ Assurance Statement - Income not a factor in determining eligibility
- ☐ Assurance Statement - no fees for services charged
- ☐ Copy of the most recent program evaluation (applicants who received VOCA funds in last 5 years)

**VICTIMS OF CRIME ACT (VOCA)
APPLICATION SUBMISSION CHECKLIST
(CONTINUED)**

- ☐ Statement of Smoke-Free Environment Policy
- ☐ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- ☐ Request for Taxpayer Identification Number(s) and Certification

Private Non-Profit Organizations ONLY:

- ☐ Certificate of Incorporation or Certificate of Authority from the State Corporation Commission
- ☐ IRS form certifying exemption from federal income tax payment under 501(c)(3)
- ☐ 2005-2006 fiscal year operating budget; including a listing of the sources of funding.
- ☐ Statement of actual costs for 2005-2006; including a listing of the sources of funding.
- ☐ List of the current members of the Board of Directors

Directions to Wythe Building

Central Area Training Center

Forest Office Park
1604 Santa Rosa Road
Richmond, VA 23229
(804) 662-7471

See Map Below

Traveling on Interstate 64 East: Approaching Richmond from the west (Roanoke, Lynchburg, Charlottesville, etc.), take the BROAD ST. ROAD/GLENSIDE DRIVE EXIT 183 off I-64. Go RIGHT off the exit onto GLENSIDE DRIVE, following the blue hospital sign. **Go to “Final Approach” below.**

Traveling on Interstate 64 West: Approaching Richmond from the east (Virginia Beach, Norfolk, Williamsburg, etc.), follow I-64 West through Richmond using I-95 North. Leave I-95 North at the CHARLOTTESVILLE EXIT, continuing on I-64 West. Take the GLENSIDE DRIVE SOUTH EXIT 183A. **Go to “Final Approach” below.**

Traveling on Interstate 95 North: Approaching Richmond from the south (Hopewell, Petersburg, Emporia, etc.) take the CHARLOTTESVILLE EXIT onto I-64 West. Take the GLENSIDE DRIVE SOUTH EXIT 183A. **Go to “Final Approach” below.**

Traveling on Interstate 95 South: Approaching Richmond from the north (Winchester, Fairfax, Arlington, etc.) take the I-295 EXIT marked CHARLOTTESVILLE I-64. When I-295 ends, in approximately 9 miles, take the I-64 EAST EXIT toward Richmond. Take the BROAD ST./GLENSIDE DRIVE EXIT 183. Go RIGHT off the exit, following the blue hospital sign. **Go to “Final Approach” below.**

Final Approach: Continue on GLENSIDE DRIVE a short distance (3/10 mi.) to the stoplight at FOREST AVENUE. Turn RIGHT onto FOREST AVENUE and continue approximately 1½ miles to the stoplight at DISCOVERY DRIVE (you will cross SKIPWITH ROAD and pass HENRICO DOCTORS' HOSPITAL on the left.) At the stoplight, turn RIGHT onto DISCOVERY DRIVE. DISCOVERY DRIVE turns sharply to the left and becomes SANTA ROSA ROAD. As you make this turn, the WYTHE BLDG. is on your right. There is parking on three sides of the building.

